

JUDGE KARLAN

5-638584

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

'08 CIV 5987

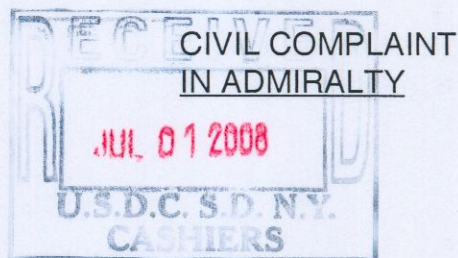
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MAERSK LINE, as agents for SAFMARINE,
INC. and MAERSK INC.,

Plaintiff,

- against -

LESCHACO INC.,

Defendant.
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Plaintiff MAERSK LINE, as agents for SAFMARINE, INC. and MAERSK INC., by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its Complaint against defendant LESCHACO, INC., in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq.

2. At all times hereinafter mentioned, plaintiff MAERSK LINE, as agents for SAFMARINE, INC. and MAERSK INC. was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 9300 Arrowpoint Blvd., Charlotte, NC 28273.

3. Upon information and belief and at all times hereinafter mentioned, defendant LESCHACO INC. was and still is a Delaware corporation authorized to do business in the State of New York, with offices and a place of business at 1 Evertrust Plaza, 3rd Floor, Jersey City, NJ 07302.

AS AND FOR A FIRST CAUSE OF ACTION
ON BEHALF OF MAERSK LINE AS AGENTS
FOR SAFMARINE

4. Plaintiff repeats, reiterates and realleges each and every allegation contained in Paragraphs 1-3, inclusive of this Complaint, with the same force and effect as if fully set forth at length herein.

5. From on or about October 16, 2007 to the present, SAFMARINE carried cargoes for which defendant was the consignee and/or receiver of goods.

6. On several occasions defendant failed to take possession of the cargo and remove same from the ports of discharge in a timely fashion, thereby incurring demurrage charges calculated pursuant to SAFMARINE's tariff totalling \$2,700.00, as set forth herein as Exhibits A1-8.

7. On May 20, 2008, a Statement of Account for the \$2,700.00 was rendered to defendant, in writing, and received by defendant without protest (Exhibit B).

8. Plaintiff has performed all acts required to be performed by plaintiff.

9. Defendant has failed and refused and continues to fail and refuse to remit payment of \$2,700.00, although duly demanded.

10. By reason of the foregoing, plaintiff has sustained damages in the amount of \$2,700.00 which, although duly demanded, have not been paid.

AS AND FOR A SECOND CAUSE OF ACTION
ON BEHALF OF MAERSK LINE AS AGENTS
FOR MAERSK INC.

11. Plaintiff repeats, reiterates and realleges each and every allegation contained in Paragraphs 1-3, inclusive of this Complaint, with the same force and effect as if fully set forth at length herein.

12. From on or about December 27, 2006 to the present, MAERSK INC. carried cargoes for which defendant was the consignee and/or receiver of goods.

13. On several occasions defendant failed to take possession of the cargo and remove same from the ports of discharge in a timely fashion, thereby incurring demurrage charges calculated pursuant to MAERSK INC.'s published tariff totalling \$12,645.00, as set forth herein in Exhibits C1-C18.

14. On May 20, 2008, a Statement of Account for \$12,645.00 was rendered to defendant, in writing, and received by defendant without protest (Exhibit D).

15. Plaintiff has performed all acts required to be performed by plaintiff.

16. Defendant has failed and refused and continues to fail and refuse to remit payment of \$12,645.00, although duly demanded.

17. By reason of the foregoing, plaintiff has sustained damages in the amount of \$12,645.00 which, although duly demanded, have not been paid.

AS AND FOR A THIRD CAUSE OF ACTION
ON BEHALF OF MAERSK LINE AS AGENTS
FOR MAERSK INC.

18. Plaintiff repeats, reiterates and realleges each and every allegation contained in Paragraphs 1-3, inclusive of this Complaint, with the same force and effect as if fully set forth at length herein.

19. From on or about January 9, 2006 to the present, MAERSK INC. carried cargoes for which defendant was the consignee and/or receiver of goods.

20. On numerous occasions defendant failed to take possession of the cargo and remove same from the ports of discharge in a timely fashion, thereby incurring demurrage charges calculated pursuant to MAERSK INC.'s

tariff totalling \$119,875.00, as set forth herein as Exhibits E1-E33.

21. Plaintiff has performed all acts required to be performed by plaintiff.

22. Defendant has failed and refused and continues to fail and refuse to remit payment of \$119,875.00, although duly demanded.

23. By reason of the foregoing, plaintiff has sustained damages in the amount of \$119,875.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. On the First Cause of Action - for judgment in the amount of \$2,700.00, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

2. On the Second Cause of Action – for judgment in the amount of \$12,645.00, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

3. On the Third Cause of Action – for judgment in the amount of \$119,875.00, together with interest thereon, costs, disbursements and a reasonable attorney's fee.


4. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendants citing them to appear and answer all the singular matters aforesaid.

5. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
June 30, 2008

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By



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